

## FORD SCORES POINT IN SENATE CONTEST

Probe Resolution Is Sent to Audit Committee Over Lodge's Appeal.

### DESPERATE TACTICS USED

Newberry Files Answer, Denying Jurisdiction—Makes Counter Charges.

Special Dispatch to The Sun.

WASHINGTON, Jan. 27.—The contest of Henry Ford for the seat in the Senate was the first manifestation in the Senate to-day when the decision of the presiding officer that the resolution providing for an investigation should be referred to the Committee on Audit and Control of the Contingent Expenses of the Senate was sustained over the appeal of Senator Lodge (Mass.).

Senator Pomeroy (Ohio), chairman of the Committee on Privileges and Elections, who is conducting the fight against the resolution, filed an answer to the reference of his resolution to the investigation to the Committee on Audit. At once he was informed by Vice-President Marshall that such a reference was automatic and the motion unnecessary. The Vice-President then proceeded to refer the Pomeroy resolution.

Appeal from the decision of the chair, Governor Newberry, Lodge, and upon the appeal the ayes and noes were demanded. Then by a strictly party vote the Vice-President was sustained.

On the part of the Democrats the action is one of desperation. They feel that an investigation by the Privileges and Elections Committee at this session with the Democrats in control might result in the removal of Lodge and the seating of Commander Newberry, when the new Senate convenes. They will use every effort to force action at this session.

On the other hand the Republicans mean to fight to the bitter end. They feel justified in putting in the way every possible legislative objection to the resolution. They will open to decision in the regular session the question of the constitutionality of the resolution. They will also establish a constitutional amendment to the effect that no Senator shall be removed from office by a resolution of the Senate.

The prediction is made by the Republicans that they will not permit an investigation by the Judiciary Committee and the Senate to proceed with the resolution. The prediction is made by the Republicans that they will not permit an investigation by the Judiciary Committee and the Senate to proceed with the resolution.

Truman H. Newberry of Cross Point Farms, Wayne county, Mich., respectfully requests the Senate to take up the matter involved in said resolution.

Next Senate Should Decide.

(a) The constitutional provision that the Senate shall be the sole judge of the qualifications and election of its own members does not refer to this Senate but to the Senate to which a man has been elected.

(b) No certificate of election or similar credentials, the outcome of the recent Michigan Senatorial election, is now before this body, nor under existing conditions is it intended to present such credentials to the Senate. It would be a dishonorable body to disagree with this jurisdictional position, then before the ballots and the election history of 2,100 voting precincts, scattered over eighty-three counties in Michigan, shall be examined it is respectfully submitted that some facts should be proven preliminary to the adoption of such a preliminary resolution.

(c) Since the election a great many agents, attorneys and detectives on behalf of Mr. Henry Ford have been traveling up and down the State of Michigan collecting evidence. They have represented themselves to be members of the American Protective League, the representatives of the Department of Justice and the representatives of Truman H. Newberry. They have examined poll books and poll lists in nearly every county. They have had access to the election returns in nearly every county. In some cases it is said, they have had access to the ballots themselves.

Official Machinery Utilized.

As an illustration of their methods the situation in Grand Rapids is an example in point. The United States District Attorney for the Western District of Michigan is Myron H. Walker, a Democratic appointee. Mr. Walker with to Grand Jury proceedings pending and the commission on the grand jury examination summoned a large number of witnesses formally and informally to his office and took their statements, frequently before a stenographer representing the Ford party. He at times would issue a note in his own handwriting directing persons to come to his office.

At other times he would use a blank form used by the Department of Justice or by the American Protective League to get people in his office, and frequently these illegal and improper summonses issued would be served by volunteer women Red Cross workers, driving Red Cross ambulances in the city of Grand Rapids, who of course had no consciousness of the political uses to which their patriotic services were being put.

If methods of this description produced proof this proof and not mere hearsay should be laid before the Senate before the elaborate programme now contemplated is undertaken.

All the ballots, poll books and election history in Michigan are now in

a State of perpetual preservation under final injunction of the lower courts. United States courts in Michigan by virtue of a stipulation entered into between counsel for Henry Ford and Truman H. Newberry have agreed that there is no proof of this description which will not be available for the new Senate, the proper body, if it determines that there are facts which warrant an investigation or a recount.

Most Costly Campaign in State.

(d) In connection with the requested recount attempt should be called to the following facts:

(a) The campaign put up in Michigan on behalf of Henry Ford can be said to have been generally regarded as the most elaborate, expensive and pretentious in the history of the State.

(b) In every county an elaborate newspaper advertising campaign was carried on at an apparently tremendous expense.

(c) In every county literature was freely distributed through the mails, by messenger boys and even to handbills.

(d) A most elaborate and pretentious billboard campaign was conducted throughout the State, the expense of which must have run into very large figures.

(e) A very expensive, elaborate and pretentious booklet was prepared and distributed to a number estimated at about half a million copies.

(f) Over the State can be produced indicating that this pamphlet was mailed to every voter in the State and in every precinct.

(g) It can be shown that this pamphlet alone must have been printed at a cost of \$100,000, and the cost of addressing and distributing would bring this cost to \$150,000.

(h) It can be shown that the cost of the literature must have been \$100,000, and the cost of addressing and distributing would bring this cost to \$150,000.

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## WAR CONTRACT PAY IS AGAIN DELAYED

Senate Bill Calling for Review of Informal Claims, Is Regarded as Menace.

### MANY FIRMS FACE RUIN

Manufacturers' Association Points to Peril—\$2,000,000,000 Is Involved.

Special Dispatch to The Sun.

WASHINGTON, Jan. 27.—Provision for a review by the Department of Justice of all claims presented for adjudication rising out of informal contracts threatening to vitiate proposed legislation on that subject now before the Senate, according to representatives of the Association of Manufacturers of War Material, representing manufacturers holding approximately \$1,600,000,000 in these informal contracts.

In discussing the Dent bill passed by the House early this month, by which the Secretary of War was authorized to provide for the review of all informal contracts, the manufacturers' association adopted a measure providing a commission of three members, appointed by the President, to be confirmed by the Senate, to which contractors dissatisfied with decisions of the Secretary of War in adjusting these contracts might appeal.

These contracts, it is stated, are of great importance, and the review of them must be given within thirty days. But another provision requires that before any agreement between the Secretary of War and a contractor can be translated into payments the agreement must be approved by the Department of Justice.

See Congestion of Claims.

This reference to the Department of Justice, it is said, virtually requires that every contract taken up must be subject to such review. As there will be thirty-two boards of adjustment working through the country representing the Secretary of War in adjusting these claims it obviously would be impossible for the reviewing authority in the Department of Justice to pass on such adjustments, even approximately, as rapidly as they are made.

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## KAISER DOOMED BY PROPHECY OF WITCH

Century Old Prediction Almost Fulfilled.

### Special Correspondence to The Sun.

LONDON, Jan. 26.—An interesting account of a prophecy made a hundred years ago by a reputed witch is given in the monthly magazine of the Overseas Club and Patriotic League.

This was to the effect that a great monarch would arise in Prussia who would hold sway over the German people and become one of the mightiest potentates that the world ever has seen. He would be the father of six sons and daughter and be crippled in one arm.

His boundless ambition would win for him unparalleled successes, but before his death he would be able to assemble all his possessions under the shade of a lime tree.

This prophecy often was discussed in the Prussian royal family and when the Kaiser's seventh child—a daughter—was born great alarm was felt.

Shipping Board Stops Contracts

Orders for Steel Vessels Not Begun Before August Next Are Suspended.

Special Dispatch to The Sun.

WASHINGTON, Jan. 27.—All contracts for construction of steel ships have been suspended by the Shipping Board.

The order was issued by the Shipping Board, which is in charge of the construction of steel ships for the Government.

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